

SOLICITATION CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NUMBER		PAGE   OF					
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER			6. SOLICITATION ISSUE DATE				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER      (No collect calls)			8. OFFER DUE DATE/ LOCAL TIME				
9. ISSUED BY		CODE				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:      % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)      NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)      SIZE STANDARD:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			13b. RATING						
							14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP						
15. DELIVER TO		CODE				16. ADMINISTERED BY							
17a. CONTRACTOR/OFFEROR.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY							
TELEPHONE NO.						18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		(Use Reverse and/or Attach Additional Sheets as Necessary)											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT      (For Govt. Use Only)					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. _____ OFFER DATED . _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA      (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER      (Type or print)						30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER      (Type or print)				31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

# SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period 9/25/2015 through 1/24/2017	1.00	SE		
	Period of Performance: 09/25/2015 to 01/24/2017				
0002	Optional Task for Large Scale Rapid-Cycle Tech Evaluations	0.00	SE		OPT
	Period of Performance: 09/25/2016 to 09/24/2018				

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## SECTION

### . 1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/index.html> or <http://www2.ed.gov/policy/fund/reg/clibrary/edar.html>

(End of Clause)

### . 2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)

(Reference 52.212-4)

### . 3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)

(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections Under the American Recovery L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First- Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) [Reserved]

(14)

(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011) of 52.219-6.

(iii) Alternate II (Nov 2011) of 52.219-6.

(15)

(i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.  
 (iii) Alternate II (Mar 2004) of 52.219-7.  
 (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).  
 (17)  
 X (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014)(15 U.S.C. 637(d)(2) and (3)).  
 (ii) Alternate I (Oct 2001) of 52.219-9.  
 (iii) Alternate II (Oct 2001) of 52.219-9.  
 (iv) Alternate III (Oct 2014) of 52.219-9.  
 (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).  
 (19) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).  
 (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).  
 (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).  
 (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).  
 (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013)(15 U.S.C. 637(m)).  
 (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business(WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).  
 X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).  
 X (26) 52.222-19, Child Labor - Cooperation with Authorities and Remedies(Jan 2014) (E.O. 13126).  
 X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).  
 X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).  
 X (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C.4212).  
 X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).  
 X (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C.4212).  
 X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).  
 (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
 (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).  
 X (34) 52.222-54, Employment Eligibility Verification (Aug 2013).(Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items asprescribed in 22.1803.)  
 (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Contentfor EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Notapplicable to the acquisition of commercially available off-the-shelf items.)  
 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)  
 (36) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(Jun 2014) (E.O.s 13423 and 13514)  
 (ii) Alternate I (Jun 2014) of 52.223-13.  
 (37) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).  
 (ii) Alternate I (Jun 2014) of 52.223-14.  
 (38) 52.223-15, Energy Efficiency in Energy-Consuming Products(Dec 2007) (42 U.S.C. 8259b).  
 (39) (i) 52.223-16, Acquisition of EPEAT(R) -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).  
 (ii) Alternate I (Jun 2014) of 52.223-16.  
 X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).  
 (41) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).  
 (42) (i) 52.225-3, Buy American--Free Trade Agreements-- Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).  
 (ii) Alternate I (May 2014) of 52.225-3.  
 (iii) Alternate II (May 2014) of 52.225-3.  
 (iv) Alternate III (May 2014) of 52.225-3.  
 (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).  
 X (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008)(E.O.`s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).  
 (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(48) 52.232-29, Terms for Financing of Purchases of Commercial Items(Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(49) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(51) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

X (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

(2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts)(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5)52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(6)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess ofthe simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor`s directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at allreasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract.If this contract is completely or partially terminated, the records relating to the work terminated shall be madeavailable for 3 years after any resulting final termination settlement. Records relating to appeals underthe disputes clause or to litigation or the settlement ofclaims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include book s, documents,accounting procedures and practices, and other data, regardless of type and regardless of form. This does notrequire the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause,other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities(Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Jul 2014)(38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014),(41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

. 4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months

(End of Clause)

. 5 52.227-14 RIGHTS IN DATA--GENERAL (MAY 2014)

(Reference 52.227-14)

. 6 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.



(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

. 7 3452.201-70 CONTRACTING OFFICER`S REPRESENTATIVE (COR) (MAY 2011)

(a) The Contracting Officer`S Representative (COR) is responsible for the technical aspects of the project, technical liaison with the contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the contracting officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any contractor requests for changes shall be submitted in writing directly to the contracting officer or through the COR. No such changes shall be made without the written authorization of the contracting officer.

(c) The COR`S name and contact information: TO BE DETERMINED AT TIME OF AWARD.

(d) The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the contractor by the contracting officer in writing.

(End of Clause)

. 8 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

(Reference 3452.202-1)

. 9 3452.208-71 PRINTING (MAY 2011)

(Reference 3452.208-71)

Reference 3452.208-72

. 10 3452.208-72 PAPERWORK REDUCTION ACT (MAY 2011)

(a) The Paperwork Reduction Act of 1995 applies to contractors that collect information for use or disclosure by the Federal government. If the contractor will collect information requiring answers to identical questions from 10 or more people, no plan, questionnaire, interview guide, or other similar device for collecting information may be used without first obtaining clearance from the Chief Acquisition Officer (CAO) or the CAO`S designee within the Department of Education (ED) and the Office of Management and Budget (OMB). Contractors and Contracting Officers` Representatives shall be guided by the provisions of 5 CFR part 1320, Controlling Paperwork Burdens on the Public, and should seek the advice of the Department`S Paperwork Clearance Officer to determine the procedures for acquiring CAO and OMB clearance.

(b) The contractor shall obtain the required clearances through the Contracting Officer`S Representative before expending any funds or making public contacts for the collection of information described in paragraph (a) of this clause. The authority to expend funds and proceed with the collection shall be in writing by the contracting officer. The contractor must plan at least 120 days for CAO and OMB clearance. Excessive delay caused by the Government that arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the Excusable Delays or Default clause of this contract.

(End of Clause)

. 11 3452.209-70 CONFLICT OF INTEREST CERTIFICATION (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5

for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information. A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules. A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity. A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802.

Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) Conflict of Interest Certification.

The offeror, \_\_\_\_\_, hereby certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract or task order resulting from Request for Proposal No. \_\_\_\_\_ that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In

this clause, the term "potential conflict" means reasonably foreseeable conflict of interest. The offeror further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the Government's satisfaction, such conflict of interest (or apparent conflict of interest).

Offeror's Name \_\_\_\_\_  
RFP/Contract No. \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

(End of Clause)

. 12 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(Reference 3452.209-71)

. 13 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

(Reference 3452.224-70)

. 14 3452.227-70 PUBLICATION AND PUBLICITY (MAY 2011)

(Reference 3452.227-70)

. 15 3452.227-71 ADVERTISING OF AWARDS (MAY 2011)

(Reference 3452.227-71)

. 16 3452.227-72 USE AND NON-DISCLOSURE AGREEMENT (MAY 2011)

(Reference 3452.227-72)

. 17 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(Reference 3452.227-73)

. 18 3452.237-71 OBSERVANCE OF ADMINISTRATIVE CLOSURES (MAY 2011)

(Reference 3452.237-71)

. 19 Addendum to 3452.237 - 71

*Addendum to EDAR 3452.237-71*

The following holidays are classified by the Office of Personnel and Management as Federal Holidays.

New Year's Day  
Birthday of Martin Luther King, Jr.  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

. 20 3452.242-71 NOTICE TO THE GOVERNMENT OF DELAYS (MAY 2011)

(Reference 3452.242-71)

. 21 3452.242-73 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES (MAY 2011)

(Reference 3452.242-73)

. 22 3452.243-70 KEY PERSONNEL (MAY 2011)

(a) The personnel designated as key personnel in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, or otherwise substituting any other personnel for specified personnel, the contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract effort. No diversion or substitution shall be made by the contractor without written consent of the contracting officer; provided, that the contracting officer may ratify a diversion or substitution in writing and that ratification shall constitute the consent of the contracting officer required by this clause. The contract shall be modified to reflect the addition or deletion of key personnel.

(b) The following personnel have been identified as Key Personnel in the performance of this contract:

Labor Category	Name
TBD	TBD

(End of Clause)

. 23 306-1b Invoice and Contract Financing Requests Submission - IPP (December 2013)

(a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.

(b) The contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP) that can be accessed at: <http://www.ipp.gov/>. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), and Microsoft Outlook message (msg).

(c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. Examples of acceptable invoice number formats are as follows:

Example 1, Definitive Contract:

Contract Number: ED-ABC-13-C-1234

Contractor's Invoice No.: 15897126341

IPP Invoice No.: EDABC13C1234158971263 (Note that the "-" characters were removed due to the requirement of not having special characters and the last two digits ["41"] from the contractor's invoice number were removed due to the 21 character limitation)

Example 2, Task/Delivery Order Contract:

Contract Number: ED-CDE-13-A-4567/0001

Contractor's Invoice No.: 158971263

IPP Invoice No.: EDCDE13A4567000115897 (Note that the "/" and "-" characters were removed due to the requirement of not having special characters and the last four digits ["1263"] from the contractor's invoice number were removed due to the 21 character limitation)

(d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" Section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.

(e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator

will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.

(f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.

(g) The Contractor must ensure that the "Accounts Receivable POC" Section of its SAM registration is accurate and up to date.

(h) In the event that an invoice is rejected, the contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to IPP Customer Support Team, as identified at <http://www.ipp.gov/>

. 24 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

(TO BE DETERMINED AT TIME OF AWARD)

. 25 307-19 REDACTED PROPOSALS (DECEMBER 1998)

The contractor shall provide a redacted copy of its successful technical proposal to the Contracting Officer within five (5) days after contract award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

. 26 311-1 TYPE OF CONTRACT (MARCH 1986)

The Government contemplates award of a Firm-Fixed-Price type contract from this solicitation.

. 27 313.237-72 CLEARANCE OF CONFERENCES/MEETINGS (FEBRUARY 2015):

Any hotel/venue contract that the Contractor negotiates must be reviewed by and receive concurrence from a Conference Policy and Operations Team member prior to final agreement. All hotel/venue contracts shall be submitted electronically via email to the cognizant Contracting Officer's Representative, with a carbon copy to the Contracting Officer, who will ensure Conference Policy and Operations reviews the contract.

Complimentary Items "Comps": The Contractor does not have authority to negotiate or accept room upgrades for Department or Contractor staff. However, the Contractor is authorized to exercise its best efforts to obtain other Comps of necessary items/services that the Department would otherwise seek to procure in furtherance of the conference/meeting (i.e., meeting rooms, sleeping rooms, audio-visual equipment, etc.) Dual Compensation: Contractors are prohibited from receiving compensation from both the Department and any other source for conference planning performed pursuant to the terms of this Contract. If the Contractor receives any compensation from another source as a result of conference services performed for the Department, the Contractor shall report this compensation to the Contracting Officer and offset its invoice to the Department in an equal amount.

. 28 31.205.70 FOOD COSTS

No food may be provided under this contract or in association with this contract unless consent is provided below. The cost of food under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a food cost, it must make a request in writing at least 21 days prior

to the day that costs would be incurred. The contractor shall include in its request the following: the purpose of the event at which the food will be served, why the food is integral to fulfill a government requirement in the contract, and the proposed costs. The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to (NONE) .

. 29 31.205.71 TRAVEL COSTS

No invitational travel (defined as: Official government travel conducted by a non-federal employee in order to provide a "direct service" [i.e. presenting on a topic, serving as a facilitator, serving on a Federal Advisory Committee Act, or advising in an area of expertise] to the government) may be provided under this contract or in association with this contract unless consent is provided below. The cost of invitational travel under this contract is unallowable unless the contractor receives written consent from the Contracting Officer prior to the incurrence of the cost. If the contractor wishes to be reimbursed for a cost related to invitational travel, it must make a request in writing at least 21 days prior to the day that costs would be incurred. The contractor shall include in its request the following: why the invitational travel cost is integral to fulfill a government requirement in the contract, and the proposed cost that must be in accordance with federal travel regulations . The lack of a timely response from the Contracting Officer shall not constitute constructive acceptance of the allowability of the proposed charge. Consent is hereby given to the contractor to TBD AT TIME OF AWARD for TWG MEMBER INVITATIONAL TRAVEL .

. 30 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database at <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

. 31 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (APR 2014)

(Reference 52.212-1)

. 32 Addendum to 52.212-1 INSTRUCTIONS TO OFFERORS



## **Proposal Instructions**

This Request for Proposals (RFP) is issued in accordance with the procedures set forth in FAR 12, Acquisition of Commercial Items, in conjunction with Subpart 13.5-Test Program for Certain Commercial Items. The Government intends to award a firm-fixed-price contract using a full and open competition. The Department will make an award to the contractor whose offer conforms to the RFP and is most advantageous to the Government, price and other factors considered. For this RFP, price will be a substantial factor in source selection; however, technical merit is more important than price. The Contracting Officer (CO)/ Source Selection Official will determine whether the difference in quality is worth the difference in cost or price.

Offerors are encouraged to suggest better, more efficient or creative ways to fulfill the requirements than have been outlined in the Performance Work Statement (PWS). To encourage offerors to use their expertise and creativity, the PWS describes the purpose, identifies design considerations, and outlines the tasks for the project, but these are a starting point; offerors may suggest technical improvements or alternatives and shall justify and provide specific details about how they propose to accomplish the work.

Offerors shall indicate how they propose to carry out the tasks outlined in the PWS and **shall not merely repeat the language of the PWS**. Offerors shall fully and in detail explain the strategies, operations, and procedures they propose, task by task. Offerors shall demonstrate their understanding of the purpose, requirements, complexities, and difficulties of this contract and how they propose to respond to them.

The offeror's submission shall consist of two volumes - Volume 1: Technical Proposal and Volume 2: Business Proposal. All information necessary to judge the technical soundness and management capabilities of the offeror will be contained in the technical proposal. The business proposal will contain all information related to the determination of the costs associated with each of the project's tasks. The technical proposal shall not contain any reference to specific costs, but resources information (e.g., staff hours) may be included so that the offeror's understanding of the scope of the work may be evaluated.

### ***A. Organization and Content of the Technical Proposal***

Offerors are requested to use the proposal format described below. The proposal should be written in enough detail so that a review panel can adequately judge its full merits.

1. **Abstract**— A one-page summary shall be provided, summarizing the proposal contents in language understandable to an informed layperson.
2. **Table of Contents**— The Table of Contents shall briefly provide a means of quickly accessing specific tasks and important points of discussion in the proposal.

3. Introduction— The Introduction shall provide a brief overview of the contractor's general understanding of the performance work statement objectives, intended results, and applicability of those results.
4. Technical Approach— The Technical Approach section shall present the offeror's plan for implementing the requirements of the PWS, organized by task and component, describing in detail, the work to be performed and the methods to be used. Each task shall be presented under its separate heading, with exactly the same numerical designations and in the same order as used in the scope of work. In addition to describing the procedures that will be used to complete each task, the offeror shall indicate any anticipated issues and problems and how each will be addressed and resolved
5. Technical Qualifications of Proposed Staff— Proposed staff must meet the required qualifications stated in the Evaluation Criteria. Evidence of a relationship between the background/experience of proposed staff to the specific tasks to be performed will be evaluated and must be described in detail in the proposal. A list of possibly relevant items in the resumes of proposed staff will not be sufficient, as the Department will make no assumptions if vague or incomplete information is provided. In addition, examples of corporate experience used to demonstrate the expertise and experience of proposed staff should identify proposed staff by name, including the nature and scope of their work responsibilities relative to the examples provided. Examples provided of corporate experience that do not provide adequate evidence of significant involvement by proposed staff will not be considered for this criterion. Reasonable allocation of staff to tasks in keeping with their expertise will be evaluated, as well as, assurance of commitment and vitae for all staff, subcontractors and consultants.

The Department will judge the qualifications of the offeror's proposed project director based on the narrative descriptions and resume provided. The project director is required to spend at least 50% of her/his time to this project unless otherwise adequately justified by the technical approach.

The proposal shall include a chart summarizing the expertise and experiences relevant to this contract for key personnel (project director and senior researchers, analysts, and consultants). The chart shall identify by name the staff proposed to work on this contract and indicate for each person named: proposed task assignments; the relationship between past experience and proposed task assignments; and the percentage of time to be allocated to this contract and to other federal and non-federal contracts, including outside consulting assignments.

For all except clerical staff, resumes shall be provided showing each person's educational background, including specifications and degrees held, and relevant professional experiences and publications. The resumes shall clearly show the relation between each person's relevant qualifications and the tasks to be performed. Resumes shall also be provided for any proposed subcontractor or consultant personnel, as well as letters of

agreement confirming the tasks on which they will work. The Department may request to review relevant publications of key staff at any time during the negotiations.

6. Management Plan — The Offeror shall describe procedures for managing work under this contract to ensure its successful completion on schedule and within budget. The management plan shall include procedures for controlling expenditures and producing reports of expenditures by staff and tasks; procedures for controlling the quality of the work and the deliverables produced; and procedures for early identification and resolution of potential problems. In addition to describing the project management system, offerors shall present the following information in this section of the proposal:

- An organizational chart that identifies all personnel, their time commitments to each task, and the proposed lines of authority, coordination, and communication within the offering organization, with subcontractors (if any), and with ED.
- A chart showing time commitments expressed in person-hours as shown below:

Staff Member	Task 1 .....	Task 5	Total	%FTE

- A schedule for task activities and the delivery of products in calendar months from date of award.
- Charts (e.g., GANTT charts) showing the interrelationships of tasks plotted on a time scale.

The offeror that proposes a superior management plan, in terms of providing for project control; efficient and timely use of human, physical and financial resources; milestones for completion of work tasks will receive the highest rating. Clear and concise management charts particularly in regard to the general management plan, the project staffing arrangements, and the interrelationships among project entities including staff, subcontractors and consultants will be evaluated. The offeror shall demonstrate the ability to manage and support multiple tasks simultaneously, as well as the ability to provide quick start-up and turnaround on projects.

7. Related Corporate Experience and Capability— The Related Corporate Experience and Capability section shall describe briefly the experience of the offeror and proposed subcontractors in completing contracts of a similar nature. Short abstracts of related work shall include the name, current affiliation, and current telephone number of the project officer. The abstract also shall include (1) contract number and contract type, (2) contracting agency (3) original contract dollar value and final contract dollar value (including options), (4) original completion date and final (or expected) completion date, (5) description of the contract effort, (6) relevance of this work to this contract. Corporate facilities, including hardware and software, useful to completion of this contract also shall be described.

The Department will evaluate organizational experience and capability based on the offeror that proposes the best contractor/subcontractor, with the most relevant qualifications and the most pertinent experience conducting work of a similar nature as described in this section.

The Department reserves the right to consider past performance information obtained from other sources including reports posted in the Past Performance Information Retrieval System (PPIRS) when evaluating the offeror's corporate experience and performance record.

8. Small Business Participation - The Department values an approach where substantive work in a meaningful capacity is performed by small businesses more highly than an approach in which only menial work or supply line work is performed by small businesses. A meaningful capacity for substantive work includes work other than courier services, office supplies or travel services. Therefore, a valued approach for this contract will be one in which technical, analytical, or significant service is performed by a small business. Offerors shall state the work to be performed by a small business and the percentage of work proposed to be performed by a small business as a percentage of the total subcontracted amount. The offeror shall also state the name of the small business and category of the small business. If the offeror is itself one of these socio-economic small business concerns, they will not need to identify one of these specific socio-economic small business concerns as a subcontractor partner.

9. Additional Instructions for the Technical Proposal

- Proposal Length— In addition to satisfying all of the conditions in the Performance Work Statement, a successful proposal will be limited to 50 pages double-spaced, and no smaller than 12-point font. The 50-page limit does not include the proposal abstract, table of contents, tables, figures, exhibits, or resumes. Specifications pertaining to font do not apply to tables, figures, or exhibits. Offerors shall not put substantive materials in an appendix in order to subvert the page limit.
- Authors of Proposal—The senior and co-authors of each section of the Technical Proposal shall be identified by name and their proposed role in the project identified.
- Timeline and Schedule of Deliverables—Offerors may find it necessary to make adjustments in the schedule provided in the PWS, in accordance with the strategies, operations, and procedures that they propose. In this case, offerors shall clearly identify any changes from the schedule in the PWS and explain the rationale for the changes. Offerors will explicitly address how they plan to meet the schedule for deliverables. A proposed timeline addressing the subtasks and deliverables shall be included.

**B. Business Proposal**

The contract shall be awarded on a firm fixed price basis.

The business proposal shall be submitted as a separate document from the Technical Proposal. It shall contain complete information in sufficient detail for the Government to determine if the proposed price is fair and reasonable. The Contracting Officer may reject a proposal if a negative determination is made, or if proposed prices are found not to be reasonable.

The business proposal shall include: budget spreadsheets showing costs by task that can be readily identified; the estimated cost and profit for the contract period, a narrative describing the basis for direct costs, including the use of any assumptions, and a proposed payment schedule.

The offeror shall submit a proposed payment schedule. The individual amounts should add up to the total contract amount. The payment schedule need not reference due dates and can generally follow a simple format such as:

Description of Payment Trigger (Deliverable or Milestone Achievement)	Payment Amount
Total:	

The payment triggers should be based on accomplishments (*e.g.*, submitting a deliverable, or meeting a milestone), as opposed the passage of time (*e.g.*, monthly).

Cost estimates shall be provided for individual tasks as well as for the full project, with each containing breakdowns of direct charges for personnel, materials, supplies, and all other major budget items, as well as indirect cost rates used in preparing the business proposal. Indirect rates shall be in accordance with current provisional billing rate agreements. A copy of current indirect rate agreements shall be included with the business proposal.

The business proposal also shall include spreadsheets listing the salaries of key personnel and number of hours proposed for each. Personnel shall be identified by title and salary rate. Labor rates shall be broken out, and not fully loaded. The labor mix and labor categories proposed should be consistent with the personnel proposed in the technical proposal.

**The business proposal shall list the names and telephones numbers of persons authorized to conduct negotiations, and a statement indicating that the offer is firm for a period of at least 90 calendar days from the date received by the Government.**

Other Administrative Details:

**Small Business Subcontracting Plan**

Large business vendors shall submit a small business subcontracting plan in accordance with FAR 52.219-9 (Alternate II). Large business vendors shall state the work to be performed by a subcontractor and the percentage of work proposed to be performed by a subcontractor as a percentage of the total subcontracted amount. The large business vendor shall also state the name of the small business and type of small business concern, where applicable. A letter from the proposed subcontractor delineating the nature of the agreement must be included in Appendix 2. As a point of information, the Department's goal for small business subcontracting is that 33% of all subcontracting work be subcontracted to small businesses, in the following categories (note that the categories listed imply no order of preference):

- Small disadvantaged business (SDB (5%)
- Women-owned small business WOSB (5%),
- Service disabled veteran-owned small business SDVOSB (3%), and
- HUB Zone small business HUBZone (3%),
- Other small business concerns.

**Use of Subcontractors and Consultants**

To meet this work requirement, the Department anticipates that a coalition of firms/organizations will be required to provide key personnel with the requisite knowledge, skills and experience. These organizations may include: cutting-edge design firms, institutions of higher education, education innovation clusters, and non-profits. Proposals may include plans for subcontractors or consultants to conduct parts of the work, provided that evidence is presented that any proposed subcontractor or consultant is fully capable of performing the assigned tasks and will be working under the effective control of the offeror on the project. Letter(s) by proposed subcontractors/consultants indicating willingness to serve, if the offeror is selected, shall be included with the offeror's proposal.

Subcontracting and consulting arrangements including work to be done, responsibilities for tasks, reporting arrangements, and any other terms of the agreement shall be included in the proposal.

**Conflicts of Interest**

By submission of this proposal, the offeror warrants that there are no known organizational conflicts of interest. The offeror shall explain any steps taken to mitigate any potential conflicts of interest. The offeror will investigate potential conflicts of interest for proposed TWG members. The offeror shall submit a Conflict of Interest Certificate.

### **Submission Instructions**

All questions in response to this solicitation must be received VIA EMAIL at or before **11:00am Eastern Time on Monday, August 17, 2015**. Questions shall be submitted electronically to the points of contact listed below:

- Kelsey Reese, Contract Specialist (Email: Kelsey.Reese@ed.gov)
- Brigid Lochary, Contracting Officer (Email: Brigid.Lochary @ed.gov)

The technical and business proposals shall be submitted as separate volumes (see details below) but may be submitted in the same email. The subject line of the email should be "Proposal for ED-OOS-15-R-0039 ([Name of Firm])." The technical and business proposals must be received at or before **11:00am Eastern Time on Thursday, September 3, 2015**. Proposals shall be submitted electronically to the points of contact listed below:

- Kelsey Reese, Contract Specialist (Email: Kelsey.Reese@ed.gov)
- Brigid Lochary, Contracting Officer (Email: Brigid.Lochary @ed.gov)

The Department's email system cannot accept emails larger than 20MB.

The technical proposal and the business proposal must be submitted as separate documents, because the Technical Evaluation Panel is not permitted to view proposal prices while conducting a technical review. When possible, the technical proposal and its appendices should be combined into a single document. The business proposal shall be submitted MSWord or PDF, but the offeror may also submit supporting Excel documents.

. 33 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(Reference 52.212-2)

. 34 Addendum to 52.212-2 EVALUATION--COMMERCIAL ITEMS  
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## EVALUATION CRITERIA

### Technical Evaluation

The following criteria, listed in descending order of importance, will be evaluated for the applicable technical factors:

- 1) Soundness of the Technical Approach
- 2) Technical Qualifications of Proposed Staff
- 3) Management Plan
- 4) Corporate Experience Past Performance
- 5) Small Business Participation

The sub criteria within each technical evaluation factor are of equal importance to the other sub criteria within that technical evaluation factor.

The following Evaluation Scale will be applied to each of the five technical evaluation factors and to the overall technical proposal:

<b>SUPERIOR</b>	<p>The proposal is superior and greatly exceeds the Department's requirements.</p> <p>The Offeror's proposed solution is of the highest quality and thoroughly justified or substantiated. In total, the solution does not contain inconsistencies or incompatibilities and, as a whole, presents a consistent solution that is sound. The proposal has a strength(s) in meeting the solicited requirements which is not offset by a weakness(es), and the solution does not contain any deficiencies. Overall, the proposed solution presents minimal risk to the Department.</p>
<b>SATISFACTORY</b>	<p>The proposal is satisfactory and meets the Department's requirements.</p> <p>The Offeror's proposed solution is of satisfactory quality and well justified or substantiated. In total, the solution contains minor or insignificant inconsistencies or incompatibilities and, as a whole, presents a consistent solution that is satisfactory. The proposal has a strength(s) and weakness(es) in meeting the solicited requirements, but the strengths outweigh the weaknesses, and the proposal does not contain any deficiencies. Overall, the proposed solution presents moderate to low risk for the Department.</p>



<b>MARGINAL</b>	<p>The proposal is susceptible for improvement and fails to satisfy the Department's requirements.</p> <p>The Offeror's proposed solution contains insufficient evidence demonstrating that it is of a satisfactory level of quality and it cannot be determined if it is justified or substantiated. In total, the solution contains inconsistencies that results in it being marginal. The proposal may have a strength(s) in meeting the solicited requirements; however, they are offset by either significant weakness(es) and/or deficiency(ies). Corrections of significant weakness(es) and/or deficiency(ies) could result in an acceptable proposal, without a major rewrite of the proposal. Overall, the proposal represents moderate to high risk for the Department.</p>
<b>UNSATISFACTORY</b>	<p>The proposal is unsatisfactory and fails to satisfy the Department's requirements.</p> <p>The Offeror's proposed solution is unsatisfactory and is not reasonably justified or substantiated. In total, the solution contains numerous inconsistencies, significant weaknesses, and deficiency(ies) and, as a whole, presents an inconsistent solution that is unsatisfactory. The proposal may contain a strength(s), however, any strengths are outweighed by the significant weakness(es) and/or deficiency(ies) The proposal has little to no chance of success and correction would require extensive revision that amounts to a major rewrite in order to be rated as acceptable. The proposal represents a high risk for the Department.</p>

The following definitions shall be considered when evaluating the proposed solution:

- *Strength*: An element of the proposal that exceeds a requirement of the solicitation in a beneficial way to the Department.
- *Weakness*: A flaw in the proposal that increases the likelihood of unsuccessful contract performance.
- *Significant Weakness*: A flaw in the proposal that appreciably increases the likelihood of unsuccessful contract performance.
- *Deficiency*: A material failure of the proposal to meet a Department requirement or a combination of significant weaknesses that increase the likelihood of unsuccessful performance to an unacceptable level.

The technical proposal will be evaluated on the basis of the following factors:

**I. Soundness of the Technical Approach**

The quality of proposed strategies to accomplish each individual task will be evaluated based on the degree to which the offeror demonstrates expertise in:

- Current educational technology policy, practice and research;
- Questioning conventional approaches, encouraging new ideas and innovations, and implementing cutting-edge design processes;
- Identifying and assessing promising, educational technology apps, resources and practices
- Identifying and partnering with promising pilot sites and educational technology product and services providers to implement rigorous studies with minimal lead time;
- Research and evaluation methodologies, including experience conducting rapid cycle evaluations in a rigorous and timely manner leading to insights that significantly inform practice and increase impact of educational technology interventions;
- Writing, editing, positioning and messaging high-level, complex and technical content, preferably in the field of educational technology;
- Designing user-friendly wizards/support software to support non-experts in constructing and executing high quality research studies defensible to the field.
- Feasibility of proposed plans for carrying out each task, including the clarity, creativity, and soundness of any recommended improvements to the PWS.

**II. Technical Qualifications of Proposed Staff**

The technical qualifications of the proposed staff will be evaluated based on the extent to which the offeror describes that:

- The project director will commit at least 50% of his/her time to the project (unless a lesser amount of time is adequately justified) and possesses clearly identified qualifications, competencies, and expertise in (1) current educational technology policy, practice and research; (2) demonstrated skill in questioning conventional approaches, encouraging new ideas and innovations, and implementing cutting edge design processes; (3) demonstrated skill in identifying and assessing promising, educational technology apps, resources and practices; (4) demonstrated skill in identifying and partnering with promising pilot sites and educational technology product and services providers to implement rigorous studies with minimal lead time; (5) demonstrated skill in research and evaluation methodologies, including experience conducting rapid cycle evaluations in a rigorous and timely manner leading to insights that significantly inform practice and increase impact of educational technology interventions; and (6) expertise in writing, editing, positioning and messaging high-level, complex and technical content, preferably in the field of educational technology.
- Senior staff possess, collectively, knowledge and competence in all of the following areas and appropriate experience for tasks for which they are proposed: (1) expertise in current educational technology policy, practice and research; (2) demonstrated skill in questioning conventional approaches, encouraging new ideas and innovations, and implementing

cutting edge design processes; (3) demonstrated skill in identifying and assessing promising, educational technology apps, resources and practices; (4) demonstrated skill in identifying and partnering with promising pilot sites and educational technology product and services providers to implement rigorous studies with minimal lead time; (5) demonstrated skill in research and evaluation methodologies, including experience conducting rapid cycle evaluations in a rigorous and timely manner leading to insights that significantly inform practice and increase impact of educational technology interventions; and (6) expertise in writing, editing, positioning and messaging high-level, complex and technical content, preferably in the field of educational technology.

The availability and commitment of proposed staff will be evaluated on the extent to which the:

- Proposed allocation of personnel resources and personnel time in relation to the work to be accomplished is reasonable; and
- Assurances of commitment provided for the proposed staff, including consultants and subcontractors are reasonable.

### **III. Management of Tasks**

The management of tasks will be evaluated by the extent to which the proposed management strategy demonstrates a quality plan that will:

- Ensure high quality of project deliverables, including feasibility of plans to identify any technical problems or potential problems early and develop solutions for addressing them;
- Maintain the contract schedule;
- Plan for communication (including communication of problems) with the Contracting Officer's Representative; and
- Demonstrate a reasonable organizational structure of the project, including coordinating and controlling work of project personnel and subcontractors.

### **IV. Corporate Experience and Performance Record**

The corporate experience and capability will be evaluated based on the degree to which the:

- Offeror demonstrates relevant experience in operating a project of this nature and scope, including consideration of the Offeror's reputation in terms of quality, problem resolution, cost control, timeliness, business relations and customer service; and
- Current obligations of the Offeror and the Offeror's resources, facilities, and equipment identified for use in conducting this project provide evidence of producing quality products and the feasibility of timely completion of this project. Evidence that the offeror has stability of key staff shall be considered.

Offeror's reputation may be evaluated by recent past performance reports obtained from the Past Performance Information Retrieval System (PPIRS).

### **V. Small Business Participation**

Offerors who present an agreement with at least one subcontractor to perform meaningful work under the contract who is factually proven to satisfy one or more of the following socio-

economic business types will receive a "Satisfactory" rating for this evaluation criterion. The relevant business types include:

Small disadvantaged business (SDB);  
Woman-owned small business (WOSB);  
Service disabled veteran-owned small business (SDVOSB); and  
HUB Zone small business (HUBZone).

Offerors not meeting the requirements for one or more of these business size and socio-economic categories will receive an "Unsatisfactory" rating this criterion. If the offeror is itself one of these socio-economic small business types, they will receive a "Satisfactory" rating and will not need to identify one of these specific socio-economic small business concerns as a subcontractor partner. These offerors will not receive any type of "extra-credit" or rating adjustment in the event that they do identify one of the specified socio-economic small business types as a subcontractor.

The Government will evaluate small business type by reviewing the offeror's or the proposed subcontractor's current Representations and Certifications located at [www.sam.gov](http://www.sam.gov).

#### **Price Evaluation**

The business proposal will be evaluated to determine if the offeror's price is fair and reasonable and if the business proposal is commensurate with their proposed technical approach. Optional tasks will be priced on a fixed price basis and evaluated for award purposes as a part of the offeror's proposal. The business proposal shall contain complete information in sufficient detail for the Government to make a price reasonableness determination on both required and optional tasks. The Contracting Officer may reject a proposal if a negative determination is made.

Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision--

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is serviceconnected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website at <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_. [Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. The offeror represents that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. The offeror represents that it |\_| is, |\_| is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. The offeror represents that--

(i) It |\_| is, |\_| is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It |\_| is, |\_| is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents that--

(i) It |\_| is, |\_| is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It |\_| is, |\_| is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). The offeror represents that it |\_| is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:|\_\_\_\_\_|

(10) HUBZone small business concern. The offeror represents, as part of its offer, that--

(i) It |\_| is, |\_| is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It |\_| is, |\_| is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It |\_| has, |\_| has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It |\_| has, |\_| has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It |\_| has developed and has on file, |\_| has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It |\_| has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of domestic end product. The terms commercially available off-the-shelf (COTS) item, component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American Supplies.

(2) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American --Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, end product, foreign end product, Free Trade Agreement country, Free Trade Agreement country end product, Israeli end product, and United States are defined in the clause of this solicitation entitled Buy American--Free Trade Agreements--Israeli Trade Act.

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled Buy American--Free Trade Agreements--Israeli Trade Act: Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled Buy American --Free Trade Agreements--Israeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of domestic end product. Other Foreign End Products:

Line Item No.	Country of Origin
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_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American-Free Trade Agreements-Israeli Trade Act:

Canadian End Products:

Line Item No.
---------------

_____
_____
_____

[List as necessary]

(3) Buy American Free Trade Agreements Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:



(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled Buy American-Free Trade Agreements-Israeli Trade Act:

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4)Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled Buy American--Free Trade Agreements--Israeli Trade Act:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled Trade Agreements.

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) |\_| Are, |\_| are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) |\_| Have, |\_| have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) |\_| Are, |\_| are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) |\_| Have, |\_| have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. section 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. section 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. section 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. section 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product	Country of Origin
--------------------	-------------------

(2) Certification.

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(C)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/tllsdsn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [--] has or [--] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has`` in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

-----  
Immediate owner legal name:

-----  
(Do not use a ``doing business as`` name)

Is the immediate owner owned or controlled by another entity: [--] Yes or [--] No.

(3) If the Offeror indicates ``yes`` in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

-----  
Highest-level owner legal name:

-----  
(Do not use a ``doing business as`` name)

(End of provision)

. 36 3452.239-71 NOTICE TO OFFERORS OF DEPARTMENT SECURITY REQUIREMENTS (MAY 2011)

(a) The offeror and any of its future subcontractors will have to comply with Department security policy requirements as set forth in the "Bidder's Security Package: Security Requirements for Contractors Doing Business with the Department of Education" at: [www.ed.gov/fund/contract/about/bsp.html](http://www.ed.gov/fund/contract/about/bsp.html).

(b) All contractor employees must undergo personnel security screening if they will be employed for 30 days or more, in accordance with Departmental Directive OM:5-101, "Contractor Employee Personnel Security Screenings," available at: [www.ed.gov/fund/contract/about/acs/acsom5101.doc](http://www.ed.gov/fund/contract/about/acs/acsom5101.doc).

(c) The offeror shall indicate the following employee positions it anticipates to employ in performance of this contract and their proposed risk levels based on the guidance provided in Appendix I of Departmental Directive OM:5-101:

High Risk (HR): None.

Moderate Risk (MR): None.

Low Risk (LR): None.

(d) In the event the Department disagrees with a proposed risk level assignment, the issue shall be subject to negotiation. However, if no agreement is reached, the Department's risk level assignment shall be used. The type of screening and the timing of the screening will depend upon the nature of the contractor position, the type of data to be accessed, and the type of information technology (IT) system access required. Personnel security screenings will be commensurate with the risk and magnitude of harm the individual could cause.

(End of Provision)

. 37 309-1a LIST OF ATTACHMENTS (APRIL 1984)

Attachment A - Performance Work Statement (PWS)